

REMARKS

This amendment is in response to the Office Action of February 2, 2007 in which claims 1-16 were rejected under 35 U.S.C. § 102(c) based on Bates et al (US 2003/0103415).

In Bates et al, the basic principle is to let the calendar program mechanically sort out the scheduled events, so that human users can only react to what already happened. In the present invention, an impending schedule conflict triggers a presentation in response to which instructions are received for processing overlapping events. Thus, a user can decide how to handle the situation before the scheduling requests that caused the overlap situation mature into actual event markings in the calendar.

Reading paragraph [0019] in Bates et al one notices that a second meeting schedule simply overrides the first one, if the second one has higher priority. In a slightly confusing way Bates et al say in the second sentence that “before overlapping the first meeting schedule, another determination is made...”; note however that whether the first meeting schedule had the notify-subsequent-overlap flag set or not makes absolutely no difference concerning what meeting schedule will prevail. The higher-priority meeting schedule will become the active one, and checking the notify-subsequent-overlap flag only has some meaning concerning whether a courtesy note will be sent to the first meeting scheduler. Since the first, lower-priority meeting schedule will remain there anyway, although as a passive one (see first sentence of paragraph [0020]), the sequential order of overriding it with the second one and checking the notify-subsequent-overlap flag has no meaning in Bates et al. (The step of checking for notify-subsequent-overlap flags and sending courtesy notes could quite as well be made *after* entering the high-priority event, by going through all remaining passive schedules.)

In paragraph [0021] Bates et al suggest that an attendee can designate his own priorities. However, Bates et al do not say that the attendee would be given this kind of a chance when the overlapping request arrives. Reading paragraph [0021] of Bates et al one understands that if an attendee looks at his calendar *later* and notes overlapping

schedules, which the calendar program *has made already* and which show one of them as active and one or more others as passive as *already laid down by the calendar program*, the attendee can at *such later moment of time only* go and change the priorities. Note especially the last sentence of paragraph [0021]: a user-performed action can only result in retracting *prior* meeting notifications sending *update* notifications if the action concerned schedules that from the calendar program's viewpoint were already handled to completion earlier.

The only person to automatically receive some notifications in Bates et al is the meeting scheduler of the first meeting, who gets a "courtesy note" that an automatic process has cancelled his meeting according to some fixed, inflexible priority order existing in the system.

In a clear contrast to the very mechanistic approach of Bates, the human user can get control of the situation very early in the present invention. Receiving a conflicting, higher-priority scheduling request makes the electronic calendar present found events, the schedules of which would conflict. The user is thereby given the possibility to sort out the conflicting requests first, and the requests convert to final schedule markings only thereafter receiving instructions for processing the presented overlapping events. Note that the present invention allows e.g. a sequence of events where the user receives a high-priority request, gets notice that it overlaps with a previous lower-priority schedule, decides not to remove the previous schedule after all, and decides to reject the recently arrived request despite of its apparently higher priority. Such a chain of events is not possible in Bates et al, where the higher-priority request always automatically overrides all previously made lower-priority schedules and it is left to the attention of the user to note what happened and possibly manually change the priorities afterwards.

Applicant has amended the independent claims to more properly reflect the "user-decides-what-to-do" features explained above. The applicant has added the features illustrated as 103, 104 and 105 to the independent claims. In other words, the independent claims list the choices given to the user for handling the overlapping, lower-priority events in the calendar.

The Examiner has cited Fig. 2 and paragraph 23, lines 2-5 of Bates et al to show anticipation for instructions for processing overlapping events. Fig. 2 in Bates et

al only shows automatic operation of a programmed device, during which it does not receive any instructions from anywhere. The citation of paragraph [0023] must be an error, because said paragraph does not say anything actually pertinent to support the Examiner's point; we assume that the Examiner meant to cite paragraph [0021] instead. Said paragraph only discloses changing priorities of events, and not deleting, removing or silencing.

Withdrawal of the novelty rejection is requested.


The various objections to the claims indicated by the Examiner in numbered paragraph 2 of the detailed action have been addressed by the above amendment in accordance with the suggestions of the Examiner. Withdrawal of the claim objections is requested.

Regarding the indefiniteness rejections of claims 2 and 9, the suggestions of the Examiner have been adopted and withdrawal of the indefiniteness rejection of claims 2 and 9 is requested.

This amendment is accompanied by a petition for a petition for a three-month extension of time along with the \$1,020.00 fee therefor. If the petition is missing or the period of extension or fee is incorrect, the Commissioner is requested to consider this paper to be a petition for the appropriate extension period and to credit or debit our Deposit Account No. 23-0442 the correct amount. This request also pertains to any extra claim fees that may have been overlooked.

The objections and rejections of the Office Action of February 2, 2007, having been obviated by amendment or shown to be inapplicable, withdrawal thereof is requested and passage of claims 1-16 to issue, as amended, is requested.

Respectfully submitted,

A handwritten signature in black ink, reading "Francis J. Maguire". The signature is fluid and cursive, with the first name "Francis" and last name "Maguire" clearly legible.

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